



CITY OF SUNNYVALE RECREATION DIVISION CATERER AGREEMENT

Individuals or companies wishing to cater a function (hereinafter referred to as "caterer") in the Ballroom, Community Room, or Orchard Pavilion must agree to the following statement of terms and conditions and provide all of the information requested. This document must be completed and submitted to the reservation office no later than 30 days prior to an event. Failure to submit this document in the specified time or failure to meet its requirements in full will result in the loss of all fees associated with an event and cancellation of the reserved date.

1. Caterer agrees to comply with the Facilities Use Policies and Procedures documents which I have received and read.
2. Caterer agrees to comply with all applicable Federal, State, County and City laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.
3. Caterer understands that neither the City, City Council, the Director of Parks and Recreation, nor any other officer, authorized assistant, or agent of the City of Sunnyvale shall be personally responsible for any liability arising from any catering transaction or service provided by caterer.
4. Caterer is listed as a certified food service establishment or caterer with the Santa Clara County Health Department. Caterer holds a valid **Santa Clara County Health Department Food Permit**. Please attach copy.

Permit Number _____
Expiration Date _____

5. Caterer holds a valid **City of Sunnyvale Business License**.
This is a requirement for doing business in the City of Sunnyvale (Sunnyvale Municipal Code §5.04.100). Please attach copy.

License Number _____
Expiration Date _____

6. Caterer may serve wine and beer on the premises with the proper damage deposit. If wine and beer are served, they must be served in conjunction with a meal. The sale of alcoholic beverages is prohibited without prior approval from the Director of Parks and Recreation. Proof of applicable ABC license must be submitted at least 30 days in advance if a special permit has been issued. Also, hard liquor is prohibited without the proper ABC license; proof of which must be provided at least 30 days in advance.
7. Caterer agrees to indemnify, defend and hold harmless City, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of such business, its officers, employees, agents, subcontractors or any officer, agent or employee thereof in relation to my company's performance under this Agreement.

8. **LIABILITY INSURANCE.** CATERER shall take out and maintain during the life of any agreement, to provide caterer's service on City Property, such Bodily Injury Liability, Property Damage Liability, and Product Liability Insurance, as shall protect caterer and any subcontractor for performing work covered by this agreement from claims for damages for bodily injury, including accidental death, as well as from claims for property damage. This insurance shall include both Premises and Products coverage to limits of at least \$1,000,000 per occurrence. THE CITY OF SUNNYVALE SHALL BE NAMED ADDITIONAL INSURED ON ANY CONTRACTS OF INSURANCE UNDER THIS PARAGRAPH WITH THE FOLLOWING STATEMENT:

"The City of Sunnyvale, its officers, agents, and employees are hereby named as additionally insured."

Attach a Certificate of Insurance and Endorsement to this agreement. The Certificate will include, in addition to a general statement of the types and dollar limits of coverage, a statement "that the insuring company will not make any material change in the coverage, or cancel the policy, without giving thirty (30) days prior notice to the City."

PROOF OF CERTIFICATE OF INSURANCE AND ENDORSEMENT MUST BE ATTACHED.

Caterer understands that the City is in no way endorsing caterer's services or quality of food, nor is the City responsible for payment of any services rendered to any organization or group, other than services the City agrees to and contracts, other than services the City expressly agrees to in accompanying rental policies.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on _____ in _____, CA.
(Date) (City)

COMPANY (Caterer) _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

AUTHORIZED REPRESENTATIVE OF COMPANY (type or print) **TITLE**

SIGNATURE OF AUTHORIZED REPRESENTATIVE **WEB SITE NAME**

Attachments to be submitted with this form (copies of):

- 1) Caterer's Santa Clara County Health Department Food Permit
- 2) Caterer's City of Sunnyvale Business License
- 3) Certificate of Insurance and Endorsement (See required wording)
- 4) ABC License for Hard Liquor (if applicable)